

1 Brett Harris  
2 WSBA No. 55680  
3 VIRGO LAW LLC 119 1st Ave. S., Ste. 310  
4 Seattle, WA 98104  
Telephone: (206) 569-8418  
Brett@virgolawseattle.com

5 Thad M. Scroggins, Esq. (*Pro Hac Vice*)  
6 THE LAW OFFICE OF THAD M. SCROGGINS  
7 155 N. Lake Ave., Suite 800  
8 Pasadena, CA 91101  
Tel: (626) 993-6715  
Fax: (626) 226-5594  
thad@scrogginsesq.com

9 *Attorneys for Defendants*

11 **UNITED STATES DISTRICT COURT**

12 **WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

13 DONALD E. MORISKY,

14 Plaintiff,

15 v.

16 MMAS RESEARCH, LLC, a Washington limited  
17 liability company, STEVEN TRUBOW, an  
18 individual, POLINA FEILBACH, an individual,  
19 RODNEY WATKINS, an individual, DUSTIN  
20 MACHI, an individual, MMAS Research Italy  
S.R.L. an Italian company, and MMAS Research  
France, SAS a French company,

21 Defendants.  
22

NO. 2:21-CV-01301-DWC

**DECLARATION OF STEVEN  
TRUBOW IN SUPPORT OF  
DEFENDANTS' REPLY IN SUPPORT  
OF MOTION FOR LEAVE TO FILE  
SECOND AMENDED ANSWER,  
SECOND AMENDED AFFIRMATIVE  
DEFENSES AND SECOND AMENDED  
AND SUPPLEMENTED  
COUNTERCLAIM**

NOTE ON MOTION CALENDAR:  
AUGUST 12, 2022

23 Steven Trubow, under penalty of perjury under the laws of the United States of America  
24 and the State of Washington, states and declares as follows:  
25

DECLARATION OF STEVEN TRUBOW IN SUPPORT OF DEFENDANTS'  
REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE SECOND AMENDED  
ANSWER, SECOND AMENDED AFFIRMATIVE DEFENSES AND SECOND  
AMENDED AND SUPPLEMENTED COUNTERCLAIM

- 1

**Virgo Law LLC**  
119 1<sup>st</sup> Ave. S., Ste. 310  
Seattle, Washington 98104  
(206) 569-8418

1           1.       I am over the age of 18. I make the following declaration from my personal  
2 knowledge about matters of which I am competent to testify. I am one of the named Defendants  
3 in the above captioned lawsuit and the sole remaining member of Defendant MMAS Research,  
4 LLC (“MMAS Research”). I make this declaration based on personal knowledge.

5           2.       I make this declaration in support of Defendants’ Reply in Support of Motion for  
6 Leave to File Second Amended Answer, Second Amended Affirmative Defenses and Second  
7 Amended and Supplemented Counterclaim in the above-captioned matter (the “Motion”).

8           3.       In Plaintiff’s opposition to Defendants’ Motion for a temporary restraining order,  
9 as well his opposition to the instant Motion, Austin has repeatedly accused me of making false  
10 representations that justified a letter he prepared on April 21, 2022 (the “Weide Miller/Austin  
11 Letter”). I categorically deny his accusations. In fact, the opposite is true; it is Austin who has  
12 made the false representations.

13           4.       On April 15, 2022, this Court issued its Report and Recommendation in which it  
14 denied Morisky’s Motion for a preliminary injunction and held that “The fact the Morisky Widget  
15 is exclusively in Defendants’ control is a particularly salient point here because the purpose of a  
16 preliminary injunction is to preserve the status quo until the case can be heard on the merits.” *See*  
17 Report and Recommendation at page 6, line 22.

18           5.       On April 21, 2022, just 6 days after the Court issued its report, the Weide  
19 Miller/Austin Letter was posted on Morisky’s website. In a clear repudiation of the Court’s  
20 ruling, the Weide Miller/Austin Letter states that “...the MMAS Research copyright in the  
21 Morisky Widget code is an unlawfully obtained derivative of Dr. Morisky’s MMAS-4 and  
22 MMAS-8 registered copyrights (as noted by the U.S. Copyright Office’s reference to Dr  
23 Morisky’s registered copyrights on the Morisky Widget registration). As such, neither Trubow  
24 nor MMAS Research has any right to use or license the Morisky Widget copyright, which  
25

1 includes use or licensure of the Morisky Widget program.” Attached hereto as Exhibit A is a true  
2 and correct copy of the Weide Miller/Austin Letter.

3 6. The purpose of my declaration is to counter Austin’s false accusations and to  
4 provide detailed evidence of Austin’s tortious interference with a Morisky Widget licensee,  
5 Daiichi Sankyo, as detailed below.

6 7. On September 18, 2018, Daiichi Sankyo and MMAS Research entered into an  
7 agreement (the "Daiichi Sankyo Licensing Agreement") pursuant to which, among other things,  
8 Daiichi Sankyo agreed to purchase a license for the Morisky Widget developed by MMAS  
9 Research (the "Widget") and MMAS Research agreed to provide diagnostic assessments (the  
10 "Assessments") following completion of training and certification.

11 8. On December 6, 2020, I, on behalf of MMAS Research LLC, executed a  
12 settlement agreement (the “CR2A”) with Morisky that allowed MMAS Research to pursue  
13 settlement claims with Morisky Widget Licensees, such as Daiichi Sankyo.

14 9. On November 18, 2021, Daiichi Sankyo UK Ltd., MMAS Research, and **Dr.**  
15 **Donald E. Morisky**, all agreed through a settlement (the “Daiichi Sankyo Settlement”) that  
16 Daiichi Sankyo would score and code 200 MMAS-8 tests in the Morisky Widget per the License  
17 Agreement. Attached hereto as Exhibit B is a true and correct copy of the Daiichi Sankyo License  
18 Agreement and Daiichi Sankyo Settlement Agreement.

19 10. Despite Morisky’s agreement to the Daiichi Sankyo Settlement, Austin sent an  
20 email on December 3, 2021 to multiple parties, including Daiichi Sankyo and IQVIA, in which he  
21 intentionally interfered with the Daiichi Sankyo Settlement by disparaging Trubow and MMAS  
22 Research, by impairing their ability to effectuate a settlement, and by misrepresenting the  
23 ownership and copyright status of the Widget. Attached hereto as Exhibit C is a true and correct  
24 copy of the aforementioned email.

25 ///

1           11. As a direct result of Daiichi Sankyo having received the aforementioned email,  
2 Daiichi Sankyo breached the Daiichi Sankyo Settlement Agreement by, among other things,  
3 refusing to use the Widget and cooperate with Trubow and MMAS Research.

4           12. Further, on January 20, 2022, despite Morisky's agreement to the Daiichi Sankyo  
5 Settlement Agreement, Austin sent an email to my attorneys, Mr. Hoeller and Mr. Kenny Gross  
6 (both of whom were jointly representing Morisky and me in the Daiichi Sankyo Settlement)  
7 stating that "Dr. Morisky will not sign any settlement agreement that includes a license in the  
8 Widget or that calls for corrective measures to be performed using the Widget. Any required  
9 retroactive license must exclusively be in the MMAR Digital Platform, and all training and  
10 corrective measures must exclusively be performed by Dr. Morisky or MMAR." Attached hereto  
11 as Exhibit D is a true and correct copy of the aforementioned email.

12           13. On April 15, 2022, this Court issued its Report and Recommendation, as discussed  
13 above.

14           14. Despite the Court's issuance of the Report and Recommendation and its clear  
15 ruling on maintaining the status quo, Philip Morisky sent an email on April 21, 2022 to Laura  
16 Kibbe, counsel for IQVIA Services Japan, that included a copy of the Weide Miller/Austin Letter.  
17 Attached hereto as Exhibit E is a true and correct copy of the aforementioned email with the  
18 Weide Miller/Austin Letter.

19           15. On April 25, 2022, Ms. Kibbe emailed Austin to clarify why IQVIA had been sent  
20 a copy of the Weide Miller/Austin Letter. Attached hereto as Exhibit E is a true and correct copy  
21 of the aforementioned email.

22           16. On April 25, 2022, Austin emailed Ms. Kibbe and told her that the letter had been  
23 prepared "... in response to correspondence from Mr. Trubow mischaracterizing the status of the  
24 dispute between the parties." Attached hereto as Exhibit E is a true and correct copy of the  
25 aforementioned email.

1 17. Austin offers no evidence to Ms. Kibbe of any mischaracterization made by me.

2 18. Because of Austin's tortious interference, Daiichi Sankyo will not communicate  
3 with me or carry out their responsibilities under the Daiichi Sankyo Licensing Agreement or the  
4 Daiichi Sankyo Settlement Agreement.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 DATED: August 19, 2022.

7 /s/ Steven Trubow

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
  
DECLARATION OF STEVEN TRUBOW IN SUPPORT OF DEFENDANTS'  
REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE SECOND AMENDED  
ANSWER, SECOND AMENDED AFFIRMATIVE DEFENSES AND SECOND  
AMENDED AND SUPPLEMENTED COUNTERCLAIM

- 5

**Virgo Law LLC**  
119 1<sup>st</sup> Ave. S., Ste. 310  
Seattle, Washington 98104  
(206) 569-8418

# **Exhibit A**

---

# WEIDE & MILLER, Ltd.

---

10655 Park Run Drive, Suite 100  
Las Vegas, NV 89144  
Telephone (702) 382-4804  
Mobile (702) 610-9094  
Facsimile (702) 382-4805

E-mail: [CAustin@weidemiller.com](mailto:CAustin@weidemiller.com)  
On the web: [www.WeideMiller.com](http://www.WeideMiller.com)

April 21, 2022

***Re: Infringement Against MMAS Research, LLC and Steven Trubow***

Dear Colleagues of Dr. Morisky:

I am counsel for Dr. Donald Morisky, ScD, ScM, MSPH, UCLA Fielding School of Public Health, Research Professor, Emeritus, and have been asked to contact you in response to the email communication you received from Steven Trubow below.

On September 24, 2021, Dr. Morisky filed a federal copyright infringement, trademark infringement, and breach of contract action against MMAS Research, LLC and its principal Steven Trubow in the Federal District Court for the Western District of Washington (Case No. 2:21-cv-01301). It appears Mr. Trubow is engaging in trade libel against Dr. Morisky and seeking to interfere in Dr. Morisky's existing and prospective contractual relations.

Contrary to the false claims of Mr. Trubow, **no claim** of Dr. Morisky's against the Trubow and MMAS Research has been dismissed or limited in any manner by the Court. The Court roundly rejected Trubow and MMAS Research's motion to dismiss the action. As such, absent the Court's granting of our pending extraordinary request for a preliminary injunction against Trubow because of the egregious, wanton and willful nature of his continuing infringing behavior, this matter will continue to proceed on all counts against MMAS Research and Trubow in the ordinary course.

As set forth in the federal lawsuit, neither Mr. Trubow nor MMAS Research has any authority to use or license any copyright of Dr. Morisky **or any derivative** of any copyright of Dr. Morisky. Dr. Morisky is the registered holder of copyrights in the **MMAS-4 Scale (Registration No. TX 8285390)** and the **MMAS-8 Scale (Registration No. TX 8632533)**. As such, neither Trubow nor MMAS Research has any lawful right to use or license the MMAS-4 Scale or the MMAS-8 Scale.

Further, the MMAS Research copyright in the Morisky Widget code is an unlawfully obtained derivative of Dr. Morisky's MMAS-4 and MMAS-8 registered copyrights (as noted by the U.S. Copyright Office's reference to Dr. Morisky's registered copyrights on the Morisky Widget registration). As such, neither Trubow nor MMAS Research has any right to use or license the Morisky Widget copyright, **which includes use or licensure of the Morisky Widget program.**

April 21, 2022

Page 2

**ANY PERSON THAT USES OR LICENSES THE MORISKY WIDGET, MMAS-4 SCALE OR MMAS-8 SCALE WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF DR. MORISKY WILL BE IN VIOLATION OF U.S. FEDERAL COPYRIGHT LAW FOR COPYRIGHT INFRINGEMENT.**

Finally, Trubow and MMAS Research are infringing Dr. Morisky's trademarks. Dr. Morisky is the only person authorized under U.S. federal trademark law to use the following marks in connection with the provision of medication adherence scales, protocols, consultation, training and related goods and services: MORISKY, MORISKY MEDICATION ADHERENCE SCALE, MMAS, MMAS-4, MMAS-8, MMAS WIDGET (the "Marks").

**ANY PERSON THAT USES ANY OF THESE MARKS WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF DR. MORISKY WILL BE IN VIOLATION OF U.S. FEDERAL TRADEMARK LAW.**

You are welcome to contact me should you have any questions regarding this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "F. Christopher Austin".

F. Christopher Austin, Esq.



# **Exhibit B**

Morisky Widget MMAS License

This Morisky Widget MMAS-8 License Agreement ("Agreement") made on September 18, 2018 ("Effective Date") between Daiichi- Sankyo UK Ltd Chiltern Place, 1 Chalfont Park, Chalfont St Peter, Gerrards Cross SL9 0GA ("Licensee") and MMAS Research LLC, 14725 NE 20<sup>th</sup> St Bellevue, Washington 98007

("Licensor")

1. Ownership, Term, and Fees

- A. Daiichi- Sankyo understands and agrees that the Morisky Widget MMAS Diagnostic Assessments are the exclusive property of Licensor and can't be licensed, divulged or distributed without the written permission of the Licensor.
- B. The Licensee fully understands and agrees that the Term for this License Agreement is perpetual, for an indefinite term, that can only be terminated by Licensor for administrative or scientific misconduct, or by Licensee at any time without cause.
- C. Daiichi-Sankyo agrees to pay Licensor a one-time 9000 GBD license fee that includes a perpetual Morisky Widget MMAS license, five-hour training/certification session in London UK October 26th 2018 and two thousand FREE MMAS assessments (in over 80 languages) provided after completion of training and certification on the Morisky Widget and the Morisky Medication Adherence Protocol in London UK in October 2018.
- D. Daiichi-Sankyo agrees to wire 9000 GBP to MMAS upon the signatures of this license. Payment will be made by bank wire transfer to Chase Bank; MMAS Research: LLC SWIFT: CHASUS33; Acct#250167902.
- E. For any additional MMAS tests, Licensee will pre-pay .5 GBP for each additional test. If the number of MMAS tests ordered exceeds 20,000, a 50% discount will apply.
- F. Licensee will be allowed to manually administer MMAS tests with paper and pencil questionnaires anytime, but all MMAS tests must be scored and coded through the Morisky Widget
- G. Licensee will be allowed to use the Morisky Widget API to administer and score MMAS-8 tests though a third- party electronic questionnaire or medical record, but all MMAS tests must be scored and coded through the Morisky Widget.

11. TERMS OF USE

- A. The MMAS test data purchased by the Licensee is the exclusive property of Daiichi-Sankyo.
- B. Licensee agrees to adhere to all the terms and requirements of the Morisky Widget license, the copyright and the trademark guidelines in Appendix 1 for publications and poster presentations.
- C. Licensee agrees that only **Daiichi-Sankyo UK** and pH Associates UK employees who are training and certified on the Morisky Widget and the Morisky Medication Adherence Protocol by the Licensors can use the MMAS.
- D. TRADEMARK: MMAS CODING & SCORING criteria are trade secrets of Licensors and as such can NEVER be divulged in any publication, presentation, or website without written permission from Licensors.
- E. TRADEMARK: Permission to use the Morisky name, brand, trademarks; <sup>TM</sup>Morisky Widget, <sup>TM</sup>MMAS, <sup>TM</sup>MMAS-4, <sup>TM</sup>MMAS- 8, and <sup>TM</sup>Morisky Medication Adherence Scale" and translations of the <sup>TM</sup>MMAS will not be granted for any unauthorized use.
- F. Trademark The MMAS-8 trademark and copyright requirements provided in Appendix 1 must be included in all manuscripts, web postings or other publications containing Morisky Widget & MMAS results.
- G. In case of scientific, administrative, or intellectual property misconduct in using the Morisky Widget, the MMAS-4 and MMAS-8, Licensors reserves the right to withdraw permission for use and to pursue all legal remedies. All disputes arising under this license contract will be in the Los Angeles California Courts.

III. Copyright & Trademark

Requirements Licensee agrees that

- A All licensees must submit to MMAS Research all abstracts and manuscripts that are being considered for publication to make certain that all copyright and trademark requirements are included in all manuscripts submitted for publication.
- R Licensors shall provide its approval or any feedback within 7 calendar days of receipt of any manuscript, and such approval shall not be unreasonably withheld. If Licensors does not respond within 7 calendar days, such approval shall be presumed. This is to protect the licensee as we have encountered many violations of federal and international copyright and trademark laws from clients as well as individuals who use Morisky Widget MMAS intellectual property without authorization. See Appendix I for copyright and trademark guidelines.

Please sign and return this license via email to Trubow1@gmail.com.



Signature of Steven Trubow, MMAS Research Date Signed

5/12/19



SADAT QUREAISHI

Signature of Daiichi- Sankyo UK Date Signed

SENIOR MEDICAL MANAGER

5/12/19

Appendix I Required citations, acknowledgement and footnote for the 8-item MMAS are as follows:

Morisky DE, Ang A, Krousel-Wood M, Ward H. Predictive Validity of a Medication Adherence Measure for Hypertension Control. *Journal of Clinical Hypertension* 2008; 10(5):348-354

Krousel-Wood MA, Islam T, Webber LS, Re RS, Morisky DE, Muntner P. New Medication Adherence Scale Versus Pharmacy Fill Rates in Seniors with Hypertension. *Am J Manag Care* 2009; 15(1):59-66.

Morisky DE, DiMatteo MR. Improving the measurement of self-reported medication nonadherence: Final response. *J Clin Epidemiol* 2011; 64:258-263. PMID:21144706 : r-

This acknowledgement and footnote are required in all articles and on all tables or figures which present the Morisky Widget, MMAS-8. MMAS-4 are protected by US and International Trademark and Copyright laws. Permission for use is required. A license agreement is available from: MMAS Research LLC 14725 NE 20th St. Bellevue WA 98007 [dmorisky@gmail.com](mailto:dmorisky@gmail.com) or [strubow@gmail.com](mailto:strubow@gmail.com)



## SETTLEMENT AGREEMENT

This Agreement is made the 18<sup>th</sup> day of November 2021.

### BETWEEN:

- (1) **Daiichi Sankyo UK Ltd**, a company incorporated in England & Wales (registered number 01998736) whose registered office is at Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge UB8 1DH, United Kingdom ("**Daiichi Sankyo**");
  - (2) **MMAS Research LLC**, a company incorporated in Washington State, United States of America (registered number 604068990) whose registered office is at 14725 NE, 20<sup>th</sup> St Bellevue, Washington 98007, United States of America ("**MMAS**");
  - (3) **Steven Trubow** of 1501 Spring Hill Road, Petaluma, CA 94952 ("**Mr Trubow**"); and
  - (4) **Dr. Donald E. Morisky** of 294 Lindura Court, Las Vegas, Nevada 89138 ("**Dr Morisky**"),
- (each a "**Party**" and together the "**Parties**").

### WHEREAS:

- (A) On 18 September 2018, Daiichi Sankyo and MMAS entered into an agreement (the "**Licensing Agreement**") pursuant to which, among other things, Daiichi Sankyo agreed to purchase a licence for the Morisky Widget developed by MMAS (the "**Widget**") and MMAS agreed to provide diagnostic assessments (the "**Assessments**") following completion of training and certification.
- (B) On 26 August 2021, MMAS, through its lawyers Barta, Jones & Foley P.C., wrote to Daiichi Sankyo's solicitors Hogan Lovells International LLP alleging that Daiichi Sankyo had breached certain terms of the Licensing Agreement regarding the scoring, coding and publication of the Assessments. Daiichi Sankyo denies any liability, including that any such breaches occurred or that MMAS has suffered any loss (the "**Dispute**").
- (C) Without any admission of liability, the Parties have agreed to settle the Dispute on the terms set out in this Agreement.

### IT IS AGREED:

#### 1. PAYMENT

- 1.1 On or before December 6, 2021 (the "**Payment Date**"), Daiichi Sankyo shall pay to MMAS in consideration of the terms of the full and final settlement described in clause 3 below, the sum of GBP £11,500.00 (the "**Settlement Sum**").
- 1.2 On or before the Payment Date, Daiichi Sankyo shall pay to MMAS the sum of GBP £4,500.00 (the "**Further Sum**", together with the Settlement Sum, the "**Sums**"). This Further Sum shall be paid in consideration of MMAS granting Daiichi Sankyo (acting through employees of Open Vie, the company utilised by Daiichi Sankyo to score the Assessments ("**Open Vie**"), who have been trained to use the Widget), access to Amazon Web Services ("**AWS**") for the scoring of Assessments for a 12-month period commencing on the date of this Agreement.
- 1.3 The Sums shall be paid into the following account:

Bank: Zions Bank NA DBA Amegy Bank of Texas

- 2 -

Branch: Willow Bend Banking Center

Sort Code: None

Account Number: 5791238248

SWIFTBIC: ZFNBUS55

IBAN: None

Any bank charges will be borne by Daiichi Sankyo.

**2. OTHER SETTLEMENT TERMS**

- 2.1 Daiichi Sankyo shall ensure that all Assessments are scored in the Widget by employees of Open Vie who have been trained and certified to use the Widget.
- 2.2 Promptly upon a request (written or oral) from Daiichi Sankyo, MMAS shall provide remote training to Daiichi Sankyo's (or Open Vie's, at Daiichi Sankyo's request) technical support team regarding the functionality of AWS (including, without limitation, setting up logins, authentication protocols and a point of contact for customer support). The number and identity of participants from Daiichi Sankyo and/or Open Vie will be notified in advance to MMAS. This remote training will take place during business hours of Daiichi Sankyo at a time to be agreed with MMAS.
- 2.3 Other than pursuant to clause 2.1 above, no re-training or scoring shall be conducted by MMAS, except where requested by Daiichi Sankyo at its sole discretion (to be undertaken either virtually or in-person, at a cost to be agreed between MMAS and Daiichi Sankyo in good faith). In the event that re-training or scoring is requested, MMAS and/or Mr Trubow and/or Dr Morisky commit to providing this as soon as possible, subject to existing prior commitments.
- 2.4 Daiichi Sankyo shall submit any draft publication based on data derived from the Assessments and/or the Widget to MMAS for its review in advance of publication. MMAS accepts that the scope of its review is strictly limited to:
- (a) verifying the use of footnotes and citations; and
  - (b) ensuring that any MMAS scoring and coding are not divulged.

MMAS shall provide any comments (within the scope of clause 2.4(a) and (b) above) to Daiichi Sankyo within seven (7) calendar days of receipt of a draft publication. If Daiichi Sankyo accepts such comments, it will amend the draft publication accordingly prior to publication. If Daiichi Sankyo does not accept such comments, the Parties shall thereafter use reasonable endeavours to seek to reach agreement about the validity and content of such comments and their impact (if any) on the relevant draft publication. In the event MMAS fails to provide any comments within 7 days of receipt of a draft publication, Daiichi Sankyo shall be entitled to regard the publication as approved by MMAS.

**3. SETTLEMENT AND RELEASES**

- 3.1 The terms of this Agreement are in full and final settlement of any and all claims, past, present and future, howsoever and whensoever arising, whether known or unknown, that the Parties have or may have against one another arising out of, or in any way connected with, the Dispute.



- 3 -

- 3.2 In consideration of the payment of the Sums described in clause 1 above, and upon receipt by MMAS of the Sums in full, MMAS, Mr Trubow and Dr Morisky, on behalf of themselves, their successors and assigns, release and discharge Daiichi Sankyo, its officers, directors and any past directors, shareholders (whether holding directly or through a holding company), employees, successors and assigns from any and all liabilities and obligations, past, present and future, howsoever and whensoever arising, whether known or unknown and whether currently existing or arising in the future, arising out of or in any way connected with the Dispute.

4. **WARRANTIES**

- 4.1 Each Party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver, and perform this Agreement.
- 4.2 MMAS, Mr Trubow and Dr Morisky warrant that no changes have been made to the test scoring and coding, as well as the functionality for uploading CSV files, of the Widget since initial training was provided to Daiichi Sankyo and Open Vie by MMAS in 2019.

5. **THIRD PARTIES**

- 5.1 The Parties do not intend by virtue of this Agreement to confer any rights on any third party pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999.

6. **CONFIDENTIALITY**

- 6.1 Except where disclosure is required by law or statute, or to the relevant Party's auditors, accountants, legal advisers, bankers or regulators, or for the purposes of enforcing its terms, the terms of this Agreement (but not the mere fact of the existence of agreement between the Parties) shall be kept confidential and shall not be divulged or communicated to any third party without the consent of the other Party to this Agreement, such consent not to be unreasonably withheld or delayed.

7. **NO ADMISSIONS**

- 7.1 The Parties agree that, by entering into this Agreement, neither Party makes any admission in relation to any matter alleged by the other in connection with the Dispute.

8. **GOVERNING LAW AND JURISDICTION**

- 8.1 This Agreement shall be governed by, construed and take effect in accordance with the laws of England and Wales. The Parties to this Agreement submit to the exclusive jurisdiction of the English High Court and agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement.

9. **ENTIRE AGREEMENT**

- 9.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and fully sets out the terms agreed between the Parties. The Parties agree that in entering into this Agreement they have not relied on any representations or warranties, oral or written, other than as set out in this Agreement.

10. **VARIATION**

- 10.1 Any variation to this Agreement shall take effect only if made in writing signed by the Parties.



- 4 -

11. SEVERABILITY

- 11.1 If any provision of this Agreement is or becomes in whole or in part invalid, illegal or unenforceable, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby and such provision or part-provision shall be deemed deleted.

12. COUNTERPARTS

- 12.1 This Agreement may be signed in any number of counterparts, each of which when signed shall be original, but all of which together constitute a single agreement.

Signed for and on behalf of **Daiichi Sankyo UK Ltd**



.....  
Date: 18th November 2021

*RPawa* Medical Director, DSUK

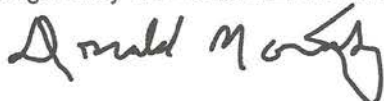
17 November 2021

Signed for and on behalf of **MMAS Research LLC**

*Steven Trubow*

.....  
Date: November 17, 2021

Signed by **Dr Donald E. Morisky**



.....  
Date: 11-16-2021

Signed by **Steven Trubow**

*Steven Trubow*

.....  
Date: November 17, 2021

# **Exhibit C**

**From:** F. Christopher Austin <[caustin@weidemiller.com](mailto:caustin@weidemiller.com)>  
**Sent:** Friday, December 3, 2021 3:47 PM  
**To:** [ANAFIE\\_office@iqvia.com](mailto:ANAFIE_office@iqvia.com); [richard.welfare@hoganlovells.com](mailto:richard.welfare@hoganlovells.com)  
**Cc:** [Martin.Fuerle@daiichi-sankyo.eu](mailto:Martin.Fuerle@daiichi-sankyo.eu); [Ravi.Pawa@daiichi-sankyo.co.uk](mailto:Ravi.Pawa@daiichi-sankyo.co.uk); [fukuzawa.masayuki.gn@daiichisankyo.co.jp](mailto:fukuzawa.masayuki.gn@daiichisankyo.co.jp); [morishima.yoshiyuki.t4@daiichisankyo.co.jp](mailto:morishima.yoshiyuki.t4@daiichisankyo.co.jp); [oshima.minako.3c@daiichisankyo.co.jp](mailto:oshima.minako.3c@daiichisankyo.co.jp); [Shoko.Yamajo@iqvia.com](mailto:Shoko.Yamajo@iqvia.com); [nozomi.tsutsumi@iqvia.com](mailto:nozomi.tsutsumi@iqvia.com); Peter Hoeller <[peter.hoeller@bjfip.com](mailto:peter.hoeller@bjfip.com)>; [kgross@kigrosslaw.com](mailto:kgross@kigrosslaw.com); [MLorbiecki@williamskastner.com](mailto:MLorbiecki@williamskastner.com); [tyler.unfer@sriplaw.com](mailto:tyler.unfer@sriplaw.com)  
**Subject:** FW: Morisky Widget and MMAR Platform for Daiichi UK and Japan  
**Importance:** High

Dear Sirs:

I am counsel for Dr. Morisky and MMAR LLC. I provide this in response to the

false representations and statements in Mr. Trubow's Dec 2, 2021 at 12:11 AM email below.

In summary, Trubow and MMAR Research, LLC are in breach of their agreement to have assigned the wrongfully copyrighted Morisky Widget derivative of Dr. Morisky's copyrighted MMAS-8 and MMAS-4 works by no later than **September 3, 2021** back to Dr. Morisky. Having failed to do so, Dr. Morisky has filed a federal suit against Trubow and MMAS Research in the State of Washington.

**Dr. Morisky is the rightful owner of the Morisky Widget Copyright.**

Pursuant to the Original License agreement between Dr. Morisky and Trubow (then known as the Olympic Labs License Agreement), the Morisky Widget copyright should never have been registered in the name of MMAS Research, LLC. As you know, the Widget is an electronic derivative of Dr. Morisky's copyright protected MMAS-8 and MMAS-4 Scale. Under the Original License Agreement, the Widget derivative was required it to be copyrighted **only in Dr. Morisky's name.** Trubow blatantly breached that license agreement by registering the Widget copyright in favor of MMAS Reserach.

On April 10, 2020, Dr. Morisky terminated the Original License after Trubow refused to correct the breaches and filed a federal lawsuit against him in the State of Nevada. A copy of the "Notice of Breach" with which Trubow never complied is attached.

**December 2020 CR2A Settlement Agreement**

The parties thereafter engaged in settlement discussions and on December 6, 2020, signed a Settlement Agreement (called a CR2A Agreement under Washington law). A copy of the CR2A Settlement Agreement, sans exhibit 3 is also attached. The CR2A Settlement provides:

- **"Dr. Morisky is the sole and exclusive owner** of the federal copyrights in

and to the MMAS-4 and the MMAS-8, **together with any related trademarks, copyrights, derivatives to the same . . .**” Section II.1.

- **The Morisky Widget is a derivative of Dr. Morisky’s copyrighted works.**
- **“MMAS Research, LLC will assign the Morisky Widget and any related copyrights, trademarks and related intellectual property rights (the “MMAS IP”) to Donald Morisky (or his assignees)”.** Section II.1, 6.
- The Morisky Widget was to be assigned no later than 120 days after the Agreement was signed (April 5, 2020), which was later extended by agreement to **September 3, 2021.** Section II.7.

Trubow and MMAS Research pre-emptively refused to comply with the obligation to assign the Widget and infringed Dr. Morisky’s IP. In response, Dr. Morisky filed a federal lawsuit against MMAS Research in Washington. A copy of that lawsuit as amended is attached (“Second Amended Complaint”).

Under that lawsuit, among other things, Dr. Morisky is seeking enforcement of the CR2A Settlement, and specifically acknowledgement that Dr. Morisky is the rightful owner of the Widget and formal assignment of the same to him.

### **MMAS Limited License to Enforce Expires September 3, 2023**

You will note that under the CR2A Settlement Agreement, Dr. Morisky gave MMAS Research (not Trubow) a very limited license (Section II.3-5, 8) as follows:

- The License is limited to 2 years and **expires on September 3, 2023.** Section II.4.
- MMAS is permitted **ONLY to go after third-parties listed on Exhibit 3 that infringed prior to December 6, 2020.**
- MMAS Research was given the ability to enter into retroactive licenses only in connection with settlements to enforcement actions.
- **MMAS is expressly barred outright from granting any new licenses** (not in connection with an enforcement action) to anyone.
- **Trubow, as an individual, has no rights** to the Widget or any Morisky IP.

## **MMAR Platform**

As noted in MMAR's Notice, Dr. Morisky has transitioned away from the Morisky Widget in favor of the MMAR Digital Platform but will support the Widget to provide continuity of services as directed by Widget licensee clients.

Contrary to Trubow's allegations, the MMAR Digital Platform is fully compliant with the relevant medical privacy laws, including HIPPA and GDPR as certified by Dr. Morisky. You are welcome to speak with Dr. Morisky or Phillip Morisky should you have any questions regarding MMAR's services. You are otherwise welcome to contact me should you have any questions regarding the content of this email.

## **F. Christopher Austin**

### **Weide & Miller, Ltd.**

10655 Park Run Drive

Suite 100

Las Vegas NV 89144

702.610.9094 Mobile

702.382.4804 Office

702.382.4805 Fax

[caustin@weidemiller.com](mailto:caustin@weidemiller.com) | [www.weidemiller.com](http://www.weidemiller.com)

---

#### **3 attachments**



**MORISKY - Notice of Breach of License Agreement.pdf**  
83K



**2020-12-06 - CR2A Final signed sans Exh 3.pdf**

412K



**2021-11-19 - #22 - Second Amended Complaint.pdf**  
459K

# **Exhibit D**



**From:** F. Christopher Austin <[caustin@weidemiller.com](mailto:caustin@weidemiller.com)>  
**Sent:** Thursday, January 20, 2022 5:51 PM  
**To:** [kgross@kigrosslaw.com](mailto:kgross@kigrosslaw.com); Peter Hoeller <[peter.hoeller@bjfip.com](mailto:peter.hoeller@bjfip.com)>  
**Cc:** [dmorisky@gmail.com](mailto:dmorisky@gmail.com); susan morisky <[smorisky@yahoo.com](mailto:smorisky@yahoo.com)>  
**Subject:** RE: Widget Infringement issues  
**Importance:** High

Kenny and Peter:

Don is my client and he reaffirms the core direction given by Susan. Don is presently not feeling well and asked Susan to send the email she sent below.

Bottom line: **Dr. Morisky will not sign any settlement agreement that includes a license in the Widget or that calls for corrective measures to be performed using the Widget. Any required retroactive license must exclusively be in the MMAR Digital Platform, and all training and corrective measures must exclusively be performed by Dr. Morisky or MMAR.**

Under the terms of the CR2A which Mr. Gross helped negotiate, Dr. Morisky was assigned the Widget, all Widget licenses, the website, the domain name and the copyright—all of which were required to have been tendered to Dr. Morisky last September. The breach by Trubow in refusing to comply with the terms of the CR2A, however, does not defeat Dr. Morisky's contractual rights or copyright rights in the same.

Moreover, we now have clear evidence, supported by two DMCA takedowns of infringing pages, that Trubow is directly copying the MMAS-8 in his GMRF website. He is, thus, both willfully violating the terms of the CR2A prohibiting such conduct, and he is engaging in malicious, intentional infringement of federally registered copyrights.

Nothing in the CR2A requires Dr. Morisky to facilitate Trubow in continuing to breach the CR2A or in infringing Dr. Morisky's registered copyrights. As such, Dr. Morisky will not sign any settlement granting any license in the Widget or authorizing Trubow to provide any training or corrective services.

Nevertheless, Dr. Morisky is willing to continue to sign settlement agreements that comply with these terms, honoring Dr. Morisky's agreement to permit Trubow to continue to receive 55% of the net proceeds.

Should Trubow reject these terms, , Trubow effectively will be terminating your representation as you have acknowledge. That choice is his.

You are welcome to contact me if you have any questions regarding the foregoing.

Chris

**F. Christopher Austin**

**Weide & Miller, Ltd.**

10655 Park Run Drive

Suite 100

Las Vegas NV 89144

702.610.9094 Mobile

702.382.4804 Office

702.382.4805 Fax

[caustin@weidemiller.com](mailto:caustin@weidemiller.com) | [www.weidemiller.com](http://www.weidemiller.com)

This communication is for its intended recipient only, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any unauthorized use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (702-382-4804) or e-mail reply, delete it from your system, and destroy any hard copy you may have printed. Thank you. Pursuant to IRS Circular 230, any tax information or written tax advice contained herein (including any attachments) is not intended to be and can neither be used by any person for the purpose of avoiding tax penalties nor used to promote, recommend or market any tax-related matter addressed herein.

---

**From:** susan morisky <[smorisky@yahoo.com](mailto:smorisky@yahoo.com)>  
**Sent:** Thursday, January 20, 2022 1:50 PM  
**To:** [kgross@kigrosslaw.com](mailto:kgross@kigrosslaw.com); [peter.hoeller@bjfip.com](mailto:peter.hoeller@bjfip.com)  
**Cc:** F. Christopher Austin <[caustin@weidemiller.com](mailto:caustin@weidemiller.com)>; [dmorisky@gmail.com](mailto:dmorisky@gmail.com)  
**Subject:** Widget Infringement issues

Dear Kenny, Peter

I am writing to you as one of the parties in the CR2A and as an officer of our MMAR business. Please do not regard this as interference but concerning issues for the Morisky family. We have a right to express them to you as you represent us too and most importantly affecting our business. Trubow's conduct has resulted in misrepresentations of the Morisky widget in your infringement cases and tortious interference in our own business. These issues must be addressed immediately.

1. there is no US copyrighted 'Morisky widget' TX0008816517. That registration number's title is MMAS Research Widget code, (see attached) registered without Don's consent. Your infringement cases must reflect the accurate info.
2. Last year, Trubow stopped using the Morisky widget/[Morisky.org](http://Morisky.org) website in lieu of his Global Medication Reconciliation Form (GMRF) personal business website (attached) using Don's IP as his 'GMRF Assessment' without Don's consent and in direct violation of CR2A section 1. This is now Trubow's go to website for Morisky widget infringers as he proudly showed in the cases of Daiichi UK and Daiichi Japan (attached :his own screen snapshot). He abandoned using the original widget/website yet refuses to return them to Don. This is not acceptable to the Morisky family.
3. Trubow uploaded 2 You tube videos marketing his illegal GMRF. You Tube took them down on my request.
4. Trubow broke the CR2 terms and refused to turn over all Don's IP derivatives by the end of CR2A Transition period, **September 2021 when everything changed for the Morisky and Trubow parties and you as lawyers for these cases, like it or not.**
5. He also broke the Translation Agreement with Don right off the bat.
6. Because of these developments, we have started notifying Morisky widget licensees to transition to our platform. This could affect pending cases you are working on. Trubow was amply notified last year of this transitioning to Don's platform. **For the reasons above, Don will NOT sign infringement cases that require the nonexistent widget as corrective measure and that should have been returned to Don last September. Don's MMAR platform must be used and he will do the training.**
7. Trubow is demanding infringers pay Amazon web service for his GMRF website, per year, as in the cases of Daiichi UK and Sanofi. Even though the MMAs 8 scale requires no patient personal data. In Sanofi's case, Trubow demanded a 6 year full payout at the outset. Sanofi and Daiichi will not use the widget and server, both have ditched the widget and elected to use the user software Don provided them that has no web link thus no server fee. We hope that the honest and responsible thing to do is to refund the web server money back to Sanofi.
8. Please consider that the same CR2A that authorized your pursuit of infringement cases also authorized the new reality, ie, that the widget and all licenses past pending and future are NOW Don's sole property to manage and to have a major say in cases especially re the nonexistent widget.
9. Pending agreements must reflect this reality.
10. Please only consider Don's signature and the lawyers signature to appear on the agreement. Trubow's signature does not belong. He is the biggest infringer of Don's IP and yet he is pursuing infringement cases. He will still be paid his fair share.
11. We hope that careful consideration of the above issues and your cooperation will expedite rather than delay completion of your infringement cases.

Thank you.

Susan

attachments

Sent from my iPhone

**Certificate of Registration**

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

 *Kay A. Leahy*  
United States Register of Copyrights and Director

Registration Number  
**TX 8-816-517**  
Effective Date of Registration:  
December 03, 2019  
Registration Decision Date:  
December 17, 2019

**Title** \_\_\_\_\_  
Title of Work: MMAS Research Widget Code

**Completion/Publication** \_\_\_\_\_  
Year of Completion: 2017  
Date of 1st Publication: March 18, 2017  
Nation of 1st Publication: United States

**Author** \_\_\_\_\_  
• Author: Dustin Machi  
Author Created: computer program  
Work made for hire: No  
Citizen of: United States  
Domiciled in: United States  
Year Born: 1974

**Copyright Claimant** \_\_\_\_\_  
Copyright Claimant: MMAS Research LLC  
14725 NE 20th St, #D-53 Bellevue, WA 98007-3732  
Transfer statement: By written agreement

**Limitation of copyright claim** \_\_\_\_\_  
Previous registration and year: [REDACTED]  
New material included in claim: computer program

**Rights and Permissions** \_\_\_\_\_  
Organization Name: Fishman Stewart PLLC  
Name: Douglas P. LaLone

Page

Verizon 9:36 PM 100%

Done Trademark Electronic Search... 

United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#)[Trademarks](#) > [Trademark Electronic Search System \(TESS\)](#)

TESS was last updated on Mon Jan 17 03:17:22 EST 2022

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [Business Data](#) [SEARCH OG](#) [Bottom](#) [HELP](#)[Logout](#) Please logout when you are done to release system resources allocated for you

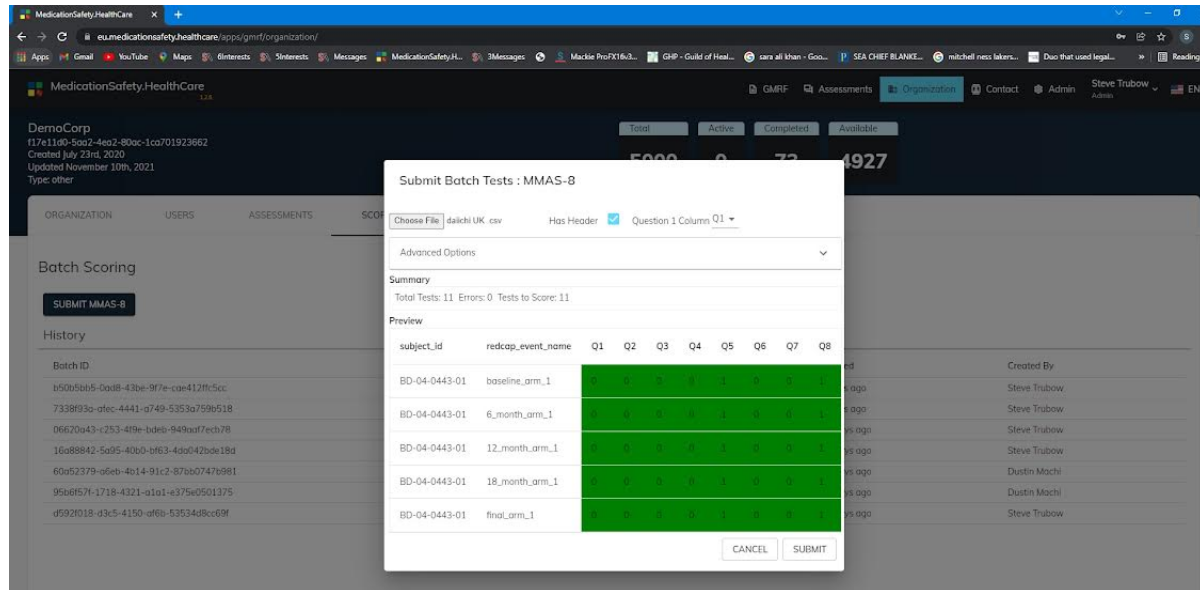
Record 1 out of 1

[TSDR](#) [ASSIGN Status](#) [TTAB Status](#) ( Use the "Back" button of the Internet Browser )

# Morisky Widget

**Word Mark** MORISKY WIDGET  
**Goods and Services** (ABANDONED) IC 010, US 026 039 044, G & S: Electronic medical diagnostic apparatus adherence. FIRST USE: 20170110. FIRST USE IN COMMERCE: 20170110  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 87775097  
**Filing Date** January 29, 2018  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Owner** (APPLICANT) MMAS Research, LLC LIMITED LIABILITY COMPANY WASHINGTON  
**Attorney of Record** J. R. Dimuzio  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "WIDGET" APART FROM TRADEMARK  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** DEAD

**Abandonment Date** June 4, 2019[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [Business Data](#) [SEARCH OG](#) [Top](#) [HELP](#)



Sent from my iPhone

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

# **Exhibit E**

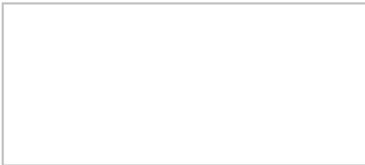
**From:** Kibbe, Laura <[Laura.Kibbe@iqvia.com](mailto:Laura.Kibbe@iqvia.com)>  
**Sent:** Monday, April 25, 2022 9:16 AM  
**To:** F. Christopher Austin <[caustin@weidemiller.com](mailto:caustin@weidemiller.com)>  
**Cc:** Peter Hoeller <[peter.hoeller@bjfip.com](mailto:peter.hoeller@bjfip.com)>; Donald Morisky <[dmorisky@gmail.com](mailto:dmorisky@gmail.com)>; Brianna Show <[bshow@weidemiller.com](mailto:bshow@weidemiller.com)>  
**Subject:** Re: MMAS- recent developments

Thanks Chris. I'll inform my business.

**Laura M. Kibbe**

*Assistant General Counsel*

Global Legal Department



[Learn more](#) about IQVIA

[100 IMS Drive](#)

[Parsippany, New Jersey 07054](#)

[USA](#)

O: [+1 973.331.6199](tel:+19733316199) | M: [+1 203.910.7856](tel:+12039107856) | E: [laura.kibbe@iqvia.com](mailto:laura.kibbe@iqvia.com)



On Apr 25, 2022, at 12:10 PM, F. Christopher Austin <[caustin@weidemiller.com](mailto:caustin@weidemiller.com)> wrote:

Laura:

We prepared the letter in response to correspondence from Mr. Trubow mischaracterizing the status of the dispute between the parties. It does not require any action by IQVIA.

Dr. Morisky will continue to honor the settlement agreement negotiated by Mr. Hoeller. You are welcome to follow-up with me should you have any other questions.

Chris Austin

702-610-9094

Sent from my iPad

On Apr 25, 2022, at 6:06 AM, Kibbe, Laura <[Laura.Kibbe@iqvia.com](mailto:Laura.Kibbe@iqvia.com)> wrote:

Good morning Christopher – I am in receipt of the attached. As you are aware, we settled this matter last year and Dr. Morisky is to do the rescoring. IQVIA has no interest in any ongoing dispute between Mr. Trubow and Dr. Morisky. I am not sure why we have received the attached nor what response is required. Can you please advise? Copying Mr. Hoeller as he has insight into the settlement agreement.

**Laura M. Kibbe**

*Assistant General Counsel*

Global Legal Department

[Learn more](#) about IQVIA

[100 IMS Drive](#)

[Parsippany, New Jersey 07054](#)

[USA](#)

O: +1 973.331.6199 | M: +1 203.910.7856 | E: [laura.kibbe@iqvia.com](mailto:laura.kibbe@iqvia.com)

---

**From:** Philip Morisky <[philip.morisky@medicationadherence.institute](mailto:philip.morisky@medicationadherence.institute)>  
**Sent:** Thursday, April 21, 2022 7:20 PM  
**To:** Kibbe, Laura <[LKibbe@us.imshealth.com](mailto:LKibbe@us.imshealth.com)>  
**Cc:** donald.morisky <[donald.morisky@moriskyscale.com](mailto:donald.morisky@moriskyscale.com)>; marty.morisky <[marty.morisky@moriskyscale.com](mailto:marty.morisky@moriskyscale.com)>  
**Subject:** MMAS- recent developments

Dear Ms Kibbe,

Please see attached correspondence from our Legal Counsel.

Thank you,

Philip Morisky, MBA  
Chief Executive Officer

Morisky Medication Adherence Research, LLC  
Medication Adherence Research Institute

Sent from [Mail](#) for Windows

---

**IMPORTANT** - PLEASE READ: This electronic message, including its attachments, is CONFIDENTIAL and may contain PROPRIETARY or LEGALLY PRIVILEGED or PROTECTED information and is intended for the authorized recipient of the sender. If you are not the intended recipient, you are hereby notified that any use, disclosure, copying, or distribution of this message or any of the information included in it is unauthorized and strictly prohibited. If you have received this message in error, please immediately notify the sender by reply e-mail and permanently

delete this message and its attachments, along with any copies thereof, from all locations received (e.g., computer, mobile device, etc.). To the extent permitted by law, we may monitor electronic communications for the purposes of ensuring compliance with our legal and regulatory obligations and internal policies. We may also collect email traffic headers for analyzing patterns of network traffic and managing client relationships. For further information see our [privacy-policy](#). Thank you.

---

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

---

**2 attachments**



---

# WEIDE & MILLER, Ltd.

---

10655 Park Run Drive, Suite 100  
Las Vegas, NV 89144  
Telephone (702) 382-4804  
Mobile (702) 610-9094  
Facsimile (702) 382-4805

E-mail: [CAustin@weidemiller.com](mailto:CAustin@weidemiller.com)  
On the web: [www.WeideMiller.com](http://www.WeideMiller.com)

April 21, 2022

***Re: Infringement Against MMAS Research, LLC and Steven Trubow***

Dear Colleagues of Dr. Morisky:

I am counsel for Dr. Donald Morisky, ScD, ScM, MSPH, UCLA Fielding School of Public Health, Research Professor, Emeritus, and have been asked to contact you in response to the email communication you received from Steven Trubow below.

On September 24, 2021, Dr. Morisky filed a federal copyright infringement, trademark infringement, and breach of contract action against MMAS Research, LLC and its principal Steven Trubow in the Federal District Court for the Western District of Washington (Case No. 2:21-cv-01301). It appears Mr. Trubow is engaging in trade libel against Dr. Morisky and seeking to interfere in Dr. Morisky's existing and prospective contractual relations.

Contrary to the false claims of Mr. Trubow, **no claim** of Dr. Morisky's against the Trubow and MMAS Research has been dismissed or limited in any manner by the Court. The Court roundly rejected Trubow and MMAS Research's motion to dismiss the action. As such, absent the Court's granting of our pending extraordinary request for a preliminary injunction against Trubow because of the egregious, wanton and willful nature of his continuing infringing behavior, this matter will continue to proceed on all counts against MMAS Research and Trubow in the ordinary course.

As set forth in the federal lawsuit, neither Mr. Trubow nor MMAS Research has any authority to use or license any copyright of Dr. Morisky **or any derivative** of any copyright of Dr. Morisky. Dr. Morisky is the registered holder of copyrights in the **MMAS-4 Scale (Registration No. TX 8285390)** and the **MMAS-8 Scale (Registration No. TX 8632533)**. As such, neither Trubow nor MMAS Research has any lawful right to use or license the MMAS-4 Scale or the MMAS-8 Scale.

Further, the MMAS Research copyright in the Morisky Widget code is an unlawfully obtained derivative of Dr. Morisky's MMAS-4 and MMAS-8 registered copyrights (as noted by the U.S. Copyright Office's reference to Dr. Morisky's registered copyrights on the Morisky Widget registration). As such, neither Trubow nor MMAS Research has any right to use or license the Morisky Widget copyright, **which includes use or licensure of the Morisky Widget program.**

April 21, 2022

Page 2

**ANY PERSON THAT USES OR LICENSES THE MORISKY WIDGET, MMAS-4 SCALE OR MMAS-8 SCALE WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF DR. MORISKY WILL BE IN VIOLATION OF U.S. FEDERAL COPYRIGHT LAW FOR COPYRIGHT INFRINGEMENT.**

Finally, Trubow and MMAS Research are infringing Dr. Morisky's trademarks. Dr. Morisky is the only person authorized under U.S. federal trademark law to use the following marks in connection with the provision of medication adherence scales, protocols, consultation, training and related goods and services: MORISKY, MORISKY MEDICATION ADHERENCE SCALE, MMAS, MMAS-4, MMAS-8, MMAS WIDGET (the "Marks").

**ANY PERSON THAT USES ANY OF THESE MARKS WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF DR. MORISKY WILL BE IN VIOLATION OF U.S. FEDERAL TRADEMARK LAW.**

You are welcome to contact me should you have any questions regarding this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'F. Christopher Austin', with a stylized flourish at the end.

F. Christopher Austin, Esq.